GOVERNMENT OF KARNATAKA

BANGALORE DEVELOPMENT AUTHORITY

Providing Manpower services to"BANGALORE DEVELOPMENT AUTHORITY''on Outsourced basis

Tender Reference number **BDA/2024-25/SE0015**

Address for Communication

COMMISSIONER
BANGALORE DEVELOPMENT AUTHORITY''
T CHOWDAIAH ROAD,KUMARA PARK WEST,BANGALORE-560020
Phone No.080-23442273/23442274/23445005
Web: kbda.karnataka.gov.in

TABLE OF CONTENTS

REQUEST FOR PROPOSAL (RFP) SCHEDULE 3

SECTION I – LETTER OF INVITATION 4

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC) 6

1. Introduction 7
2. Clarification and Amendment of RFP Documents 8
3. Preparation of Proposal 8
   - *Technical Proposal 8*
   - *Financial Proposal 11*
4. Submission, Receipt, and Opening of Proposals 14
5. Proposal Evaluation 14
   - *General 14*
   - *Evaluation of Technical Proposals 14*
   - *Opening and Evaluation of proposals, Financial Proposals; Ranking 15*
6. Negotiations 16
7. Award of Contract 16
8. Confidentiality 17

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS 18

1. Technical Proposal Submission Form 19
2. Details of Service Provider 20
3. Service Provider/s references 21
4. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client 22
5. Description of the methodology and work plan for performing the assignment 23
6. Format of Annual Turnover Statement 24
7. Format of Affidavit 25

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS 27

SECTION V – TERMS OF REFERENCE (TOR) 28

1. Background 29
3. An Outline of the Tasks to be carried out 29
4. Schedule for Completion of Tasks 33
5. Data, Services and Facilities to Be Provided by the Client 33
6. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Service Provider 33
7. Composition of Review Committee to Monitor Manpower Service Providers Work 33
8. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports 33

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES 34

1. Form of Contract 35
2. General Conditions of Contract 36
   - *2.1. General Provisions 36*
   - *2.2. Commencement, Completion, Modification, and Termination of Contract 37*
   - *2.3. Obligations of the Service Provider 40*
   - *2.4. Service Provider' Personnel 42*
   - *2.5. Obligations of the Client 43*
   - *2.6. Payments to the Service Provider 43*
   - *2.7. Settlement of Disputes 44*
   - *2.8. Performance Security 45*
   - *2.9. Risk Clause 45*

Checklist for Documents to be submitted 47

REQUEST FOR PROPOSAL (RFP) SCHEDULE

1.	RFP Reference No.	:	BDA/2024-25/SE0015
2.	Date of Commencement of Download of RFP Document from e-Procurement website https://kppp.karnataka.gov.in	:	22/10/2024 onwards
3.	Last Date and Time for uploading Online Queries in Karnataka public Procurement Portal	:	29/10/2024 5:00PM
4.	Date and Time of Pre-bid Meeting	:	30/10/2024 at 11:00AM Office of Deputy Secretary-1, Bangalore Development Authority T CHOWDAIAH ROAD,KUMARA PARK WEST,BANGALORE-560020
5.	Last Date and Time for uploading of RFP in Karnataka public Procurement Portal	:	22/11/2024 5:00 PM
6.	Date and Time of Online Opening of RFP Applications	:	25/11/2024 11:00 AM
7.	Place of Opening of RFP	:	Online at Karnataka public Procurement Portalhttps://kppp.karnataka.gov.in
8.	Address for Communication	:	Bangalore Development Authority T CHOWDAIAH ROAD,KUMARA PARK WEST,BANGALORE-560020 Phone No.080-23442273/ 23442274/ 23445005 Web : **kbda.karnataka.gov.in**

SECTION I – LETTER OF INVITATION

BANGALORE DEVELOPMENT AUTHORITY

Dear Service Providers,

1. Bangalore Development Authority invites proposals to provide Manpower Services such as Assistant Engineer(Civil), Law Nodal Advocates,Consultants on service matters, Finance Manager,Account Assistants, Marketing Assistants, First Division Assistants, Data Entry Operators, Group"D" Staff & Security Guards from eligible Service providers(SPs).
2. The RFP is open to all service providers registered in India.
3. The service providers will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.
4. The RFP includes the following documents:
   4.1. Section 1 - Letter of Invitation
   4.2. Section 2 - Information to Service Provider
   4.3. Section 3 - Technical Proposal - Standard Forms
   4.4. Section 4 - Financial Proposal - Standard Forms
   4.5. Section 5 - Terms of Reference
   4.6. Section 6 - Standard Form of Contract.
5. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through Karnataka public Procurement Portal.

Yours sincerely,

DEPUTY SECRETARY-1

BANGALORE DEVELOPMENT AUTHORITY

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

1. Introduction

1.1. The BDADEPUTY SECRETARY-1 invites Proposals under Karnataka public Procurement Portal(two cover system) for Providing man power services on outsourced basis for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference. The RFP is open to all service providers registered in India. The service providers will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the RFP schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy to require that Service Provider observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. Will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

1.6. Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

2. Clarification and Amendment of RFP Documents

1.7. Clarifications on the RFP may be uploaded online in Karnataka public Procurement Portal as per the RFP Schedule. Only Online Queries through Karnataka public Procurement Portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

1.8. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the RFP documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be uploaded in the Karnataka public Procurement Portal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

1.9. Service Provider requested to submit a Proposal written in the English language.

Technical Proposal

1.10. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

1.11. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

1.11.1. Service Provider should not associate with the other Service Providers for this Assignment.

1.11.2. The estimated number of staff required for a period of 12 months, extendable by additional 12 months based on performance, are as follows:

SL.NO	Particulars	Education Qualification	Number
1	Assistant Engineers	BE from recognized University	28
2	Nodal Law Advocates	LLB from Recognized University	07
3	Consultant (Revenue Matters)	Minimum 10 years Experience in Government Sector	01
4	Senior Consultant Grade-I (Finance- Accountant)	Minimum 10years Experience in Government/Private Sector	01
5	Senior Consultant Grade-II (Finance-Accountant)	Minimum 10years Experience in Government/Private	01

SL.NO	Particulars	Education Qualification	Number
		Sector	
6	Junior Consultant Grade-I (Finance-Accountant)	Minimum 10years Experience in Government/Private Sector	02
7	Junior Consultant Grade-II (Finance-Accountant)	Minimum 10years Experience in Government/Private Sector	01
8	Consultant (Service Matters)	Minimum 10 years Experience in Government Sector-Service Matters	01
9	Junior Consultant (Service Matters)	Minimum 10 years Experience in Government Sector-Service Matters	01
10	First Division Assistants-I	Any Degree from recognized University	06
11	First Division Assistants-II	Any Degree from recognized University	03
12	Marketing Assistant	MBA Degree from recognized University	02
13	Security Supervisors, Security Guard and Security Squad Drivers	Security person should be registered in Police department under PSAR Act Security persons should have basic training in security and should have knowledge of Kannada Security guards shall be physically fit and shall be aged above 21 below 60	9+219+7= 235
14	Group D	7th Or SSLC	56
15	Any other Human Resources required from time to time by the Authority	-	-
Total			**345**

1.11.3. "Alternative key staff shall not be proposed. The successful bidder shall submit details for each position."

1.12. The Technical Proposal should provide the following information using the attached Standard Forms:

1.	Name and postal Address of the Bidder along with Contact Details.
2.	EMD 15,00,000/-
3.	The bidder should submit the certificate of business in any city of India.
4.	Details of the Service Provider.
5.	The current registrations in the Labor PF. ES, Service Tax organization professional Tax & with any other authority as required under existing laws.
6.	As per Government notification number No. HD 170 SST (p) Bangalore dated 23rdJuly 2009 and Karnataka private security Agencies (Regulations) Rules 20008 the security Agency should Division) Bangalore (authority license certificate to be uploaded.
7.	Pan Card Copy.
8.	The Agency should have valued ISO Certification. (Enclose the certificate)
9.	Income Tax return filed by the Service Provider for the last three financial years in the Income Tax Department and the clearances received if any.
10.	Registration Certificate of Establishment (From VI) issued from Labor Department for having more than 345 workers to be uploaded.
11.	All the Security Guards should have training in Fire Fighting.
12.	ESI, EPF, Service Tax & Professional Tax Paid Contribution Returns for the months of June-2024, July-2024, August-2024.
13.	Self-declared certification regarding not having been blacklisted.
14.	Should have satisfactorily completed at least 345or more outsourced staffs deployed in any one year of last 3 financial years. i.e. 2021-22, 2022-23, 2023-24
15.	Should have operated current account for last 3 years with or without OD
16.	The contractors during the last three years (Any one of the last 3 years) should have conducted financial activity for minimum amount of Rs. 10.00 Crore.
17.	Organization should have registered in Labor Department for at least 345 or more employees.
18.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE
19.	Original/notarized documents to be submitted for verification, verification date will be intimated.

1.13. The Technical Proposal shall not include any financial information.

Financial Proposal

1.14. The salary for the staff is fixed as per the labor department government of Karnataka minimum wages and VDA from 01-04-2024 to 31-03-2025 is as below:

SL No	Cadre	Salary per Month (Basic+VDA)	EMPLOYER Contribution (BDA)		Sub Total	EMPLOYEE Contribution		Sub Total	Total Salary Per month	TDS (10% of Basic)	Take home Salary	Service Charges (To be quoted by the service provider)	GST 18% of Gross Salary	TOTAL (=10+13)	No of Personnels	Total Value per month	Total Value per year
			ESI:3.25 %	PF: 13%		ESI:0.75%	PF: 12%										
1	2	3	4	5	6 =4+5	7	8	9 =7+8	10 =3+6	11	12 =10-11-9-6	13	14 =10+13 *18%	15 =10+13+14	16	17 =15*16	18 =17*12 months
1	Assistant Engineers	45,000.00	-	-	-	-	-	-	45,000.00	4,500.00	40,500.00			**45,000.00**	28	12,60,000.00	1,51,20,000.00
2	Nodal Law Advocates	50,000.00	-	-	-	-	-	-	50,000.00	5,000.00	45,000.00			**50,000.00**	7	3,50,000.00	42,00,000.00
3	Consultant(Revenue Matters)	40,000.00	-	-	-	-	-	-	40,000.00	-	40,000.00			**40,000.00**	1	40,000.00	4,80,000.00
4	Senior Consultant Grade-1 (Finance-Accountant)	53,000.00	-	-	-	-	-	-	53,000.00	1,060.00	51,940.00			**53,000.00**	1	53,000.00	6,36,000.00
5	Senior Consultant Grade-2 (Finance-Accountant)	37,000.00	-	-	-	-	-	-	37,000.00	740.00	36,260.00			**37,000.00**	1	37,000.00	4,44,000.00
6	Junior Consultant Grade-1 (Finance-Accountant)	41,000.00	-	-	-	-	-	-	41,000.00	4,100.00	36,900.00			**41,000.00**	2	82,000.00	9,84,000.00

7	Junior Consultant Grade-2 (Finance-Accountant)	30,000.00	-	-	-	-	-	-	30,000.00	600.00	29,400.00			**30,000.00**	1	30,000.00	3,60,000.00
8	Consultant (Service Matters)	40,000.00	-	-	-	-	-	-	40,000.00	-	40,000.00			**40,000.00**	1	40,000.00	4,80,000.00
9	Junior Consultant (Service Matters)	38,000.00	-	-	-	-	-	-	38,000.00	-	38,000.00			**38,000.00**	1	38,000.00	4,56,000.00
10	FDA - 1	27,000.00	-	-	-	-	-	-	27,000.00	540.00	26,460.00			**27,000.00**	6	1,62,000.00	19,44,000.00
11	FDA - 2	21,500.00	-	-	-	-	-	-	21,500.00	430.00	21,070.00			**21,500.00**	3	64,500.00	7,74,000.00
12	Marketing Assistants	25,000.00	-	-	-	-	-	-	25,000.00	500.00	24,500.00			**25,000.00**	2	50,000.00	6,00,000.00
13	Security Supervisor	18,282.00	594.00	2,377.00	2,971.00	137.12	2,194.00	2,331.12	21,253.00	-	15,950.89			**21,253.00**	9	1,91,277.00	22,95,324.00
14	Security Guards	17,966.00	584.00	2,336.00	2,920.00	134.75	2,156.00	2,290.75	20,886.00	-	15,675.26			**20,886.00**	219	45,74,034.00	5,48,88,408.00
15	Security Squads Drivers	17,966.00	584.00	2,336.00	2,920.00	134.75	2,156.00	2,290.75	20,886.00	-	15,675.26			**20,886.00**	7	1,46,202.00	17,54,424.00
16	Group D	17,600.00	572.00	2,288.00	2,860.00	132.00	2,112.00	2,244.00	20,460.00	-	15,356.00			**20,460.00**	56	11,45,760.00	1,37,49,120.00
	Total	**5,19,314.00**	**2,334.00**	**9,337.00**	**11,671.00**	**538.61**	**8,618.00**	**9,156.61**	**5,30,985.00**	**17,470.00**	**4,92,687.40**			**5,30,985.00**	345	**82,63,773.00**	**9,91,65,276.00**

1.15. The rate should be quoted in Karnataka public Procurement Portal only.

Sl.	Name	Rate per month per Person inclusive of all taxes in rupees
1.	Service Charge for providing per person per month in Rupees	

Note: Rupees 479 per person per month is fixed (2% of the estimated value), bidder should not quote less than Rs.479, if bidder quotes less than Rs.479 those financial bids will be rejected.

1.16. The Proposals must remain valid for 180 days after the submission date, during this period; the Service provider is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

1.17. The proposal shall be uploaded online in the Karnataka public Procurement portal https://kppp.karnataka.gov.in. The bidder shall upload the proposals in the Karnataka public Procurement portal on or before the due date and time specified in the RFP Schedule.

1.18. The Technical Bids will be opened online in the Karnataka public Procurement portal on the date and time as specified in the RFP Schedule. The Financial Proposal shall remain encrypted in the Karnataka public Procurement portal.

5. Proposal Evaluation

General

1.19. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

1.20. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

1.21. The evaluation committee appointed by the Clientevaluates the proposals on the basis of point system specified below. Each responsive proposal will be given a technical score (S_t). A proposal shall be rejected at this stage if it fails to achieve the minimum technical score 75.

Sl.	Evaluation Criteria	Points
1.	Bidder should have provided Human Resources for 345 or more numbers in any of the three financial years, i.e., 2021-22, 2022-23, 2023-24 and should not have had any major complaint registered with police or in court of law and there after the guilt proved. should upload work orders/Invoices	10

Sl.	Evaluation Criteria	Points
2.	Detailed proposed work plan and methodology, on how they are going to implement and monitor the Man power services to BDA.	10
3.	Satisfactory Performance Certificate / Letter from clients for providing (If bidder submits satisfactory letter for 345or more numbers in any one of the last three years i.e 2021-22, 2022-23, 2023-24 10 marks will be allocated.) (If bidder submits satisfactory letter for more than 690 numbers in any one of the last three years i.e 2021-22, 2022-23, 2023-24 15 marks will be allocated.	15
4.	Annual Turnover statement of 3 financial years, i.e., 2021-22, 2022-23, 2023-24 Certified by Chartered Accountant as per format enclosed. If the bidder is having Less than 10.00 Crore - 0 marks If the bidder is having annual turnover of 10,00,00,000 to 20,00,00,000 - 10 marks If the bidder is having 20.00 Crore and above - 15 marks.	15
5.	As per Government notification number No. HD 170 SST (p) Bangalore dated 23rdJuly 2009 and Karnataka private security Agencies (Regulations) Rules 20008 the security Agency should Division) Bangalore (authority license certificate to be uploaded.	10
6.	Registration Certificate of EPF, Registration Certificate of ESI, Labor Registration certificate (5 marks each for each registration certificate)	15
7.	EPF returns for the month of June-2024, July-2024 and August-2024 for 345 or more number of employees, ESI returns for the month ofJune-2024, July-2024 and August-2024 paid for 345 or more employees, GST returns of June-2024, July-2024 and August-2024.If EPF/ESI returns paid for less than 345employees in the above months then zero marks will be allocated.	15
8.	Detailed CV / details of the Human Resources of 345 or more	5
9.	Integrated Human Resources Management plan	5
	Total	**100**

a) The minimum technical score required to pass is: **75 points.**

b) The BDA reserves the right to seek clarification and/or any additional information including documents during the evaluation provided they were existing prior to bid submission, i.e., of historical nature.

c) If Bidder fails to upload the documents as per the evaluation criteria, then zero points will be allocated.

Opening and Evaluation of proposals, Financial Proposals; Ranking

1.22. After the technical evaluation is completed, the Client shall mark the proposals in Karnataka public Procurement portal, which did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the Karnataka public Procurement portal, who have secured the minimum qualifying mark in the technical evaluation.

1.23. The financial bids shall be opened online in the Karnataka public Procurement portal.

1.24. The evaluation committee will determine whether the Financial Proposals are complete, correct any computational errors.

1.25. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as [Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration.Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1):The weights given to the technical and Financial Proposals are: T= 0.75 and P= 0.25 . S=St×T%+Sf×P%. The Service provider achieving the highest combined technical/ financial score will be invited for negotiations/award of contract.

6. Negotiations

1.26. The negotiation will be conducted through Karnataka public Procurement portal.

1.27. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Service Provider will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Service Provider can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

1.28. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. Award of Contract

1.29. The contract will be awarded following negotiations. After negotiations are completed, the Client will notify other Service Provider on the shortlist that they were unsuccessful, in the Karnataka public Procurement portalonly and return the Financial Proposals /EMD if any of thatService Provider who did not pass the technical evaluation.

1.30. The tentative date of Assignment isfrom November-2024.

1.31. Within 15 days of receipt of Notification of Award, the successful bidder shall submit the Details of Staff deputing of all the manpower proposed for deployment at the Client’s locations. The Client shall review the details of all the manpower proposed by the successful bidder. The successful bidder shall post the manpower at site only after receiving approval of the Client.

1.32. Within fifteen (15) days of the receipt of notification of award from the Client, the successful Bidder shall furnish the Performance Security (5% of Tender amount). The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders through Karnataka public Procurement portal.

1.33. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

8. Confidentiality

1.34. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

Date: …./…./……..

To,

DEPUTY SECRETARY-1
BDA, Bengaluru-560020

Dear Sir/Madam,

RFP Ref. No.

Subject: Technical Proposal for ……

We, the undersigned, offer toprovide Manpower services to BDA on outsourced basis, for the above in accordance with your Request for Proposal vide no. ……. dated …./…./…….. We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity 180 days of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:	
Name:	
Title:	
Company Seal:	

2. Details of Service Provider

Sl.	Particulars	Details				
1.	Company Name					
2.	Address of Registered Office					
3.	Contact Details	Landline				
		Mobile				
		Fax				
		Email				
4.	Director / CEO details	Name				
		Landline				
		Mobile				
		Fax				
		Email				
5.	Authorized Signatory for this RFP	Name				
		Landline				
		Mobile				
		Fax				
		Email				
		[Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this RFP]				
6.	Branch Offices	Sl.	City	State	Address	Landline
		1.				
		2.				
7.	Total Number of Staff Employed on bid submission date	Sl.	Designation		No of Staff Employed	
		1.				
		2.				
			Total			

Authorized Signature:	
Name:	
Title:	
Company Seal:	

3. Service Provider/s references

[Relevant Services Carried Out in the Last three Years that Best Illustrate Qualifications]

Using the format below, provide information on each reference assignment for which your firm/company was legally contracted.

Sl.	Particulars	Details			
1.	Assignment Name				
2.	Client Name				
3.	Client Address				
4.	Client Contact Details	Name	Designation	Mobile	Email
5.	Contract Start Date				
6.	Contract Completion Date				
7.	Contract Period				

Authorized Signature:	
Name:	
Title:	
Company Seal:	

4. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client

Sl.	Particulars	Comments and Suggestions
1.	Terms of Reference	
2.	Data, services & facilities to be provided by the client	

Authorized Signature:	
Name:	
Title:	
Company Seal:	

5. Description of the methodology and work plan for performing the assignment

The Service provider should submit detailed proposed work plan and methodology, on how they are going to implement and monitor the Human Resources. Brief Note on Following:

- Manpower Deployment in time after the contract award.
- Supervision & Monitoring of Attendance.
- Replacement Time.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

6. Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.]

[Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the past three years is given below.

Sl.	Financial Year	Turnover (in Crores)
1.	2021-22	
2.	2022-23	
3.	2023-24	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	
Seal of Chartered Accountant	
Registration Number	
Name of Chartered Accountant	
UDIN	
Date	
Place	

7. Format of Affidavit

[To be submitted by bidder's authorized person on Stamp Paper of Rs. 100/-]

[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s …… on day ____, Year ____, having its registered office at ……. ……for the Request for ProposalofBANGALORE DEVELOPMENT AUTHORITYfor …… vide reference no. ……dated …./…./……..

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, curriculum vitae, etc., submitted by us for the above-mentionedproposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. …… is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labor Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BANGALORE DEVELOPMENT AUTHORITY for the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

Details of the existing contracts

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	Details regarding the contract	Value of Contract (Rs.)	Duration of Contract	
				From DD/MM/YY	**To** DD/MM/YY
A					
B					
C					
D	Additional information, if any				

The above format may be used to provide requisite details.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

SECTION V – TERMS OF REFERENCE (TOR)

1. Background

The RFP is being published for the outsourcing of Human Resource services for various activities of the BDA

2. Concise Statement of Objectives

This RFP is being published to appoint the service provider to provide Human Resource forthe BDAfora period of 12 months, extendable by another 12 months based on the performance.

3. An Outline of the Tasks to be carriedout

1. The Service Provider shall be responsible for providing the requested number of Human Resources and should meet the prescribed minimum qualification and experience.
2. **The service provider shall provide the requirement of staffs as per Government Circular No: DPAR/06/seneni/2024, Dated: 20.05.2024.**
3. The Staff to be recruited as prescribed category of staff number of posts, minimum qualification and experience for the personnel are as follows: -

SL.NO	Particulars	Education Qualification	Number
1	Assistant Engineers	BE from recognized University	28
2	Nodal Law Advocates	LLB from Recognized University	07
3	Consultant (Revenue Matters)	Minimum 10 years Experience in Government Sector	01
4	Senior Consultant Grade-I (Finance- Accountant)	Minimum 10years Experience in Government/Private Sector	01
5	Senior Consultant Grade-II (Finance-Accountant)	Minimum 10years Experience in Government/Private Sector	01
6	Junior Consultant Grade-I (Finance-Accountant)	Minimum 10years Experience in Government/Private Sector	02
7	Junior Consultant Grade-II (Finance-Accountant)	Minimum 10years Experience in Government/Private Sector	01
8	Consultant (Service Matters)	Minimum 10 years Experience in Government Sector-Service Matters	01

SL.NO	Particulars	Education Qualification	Number
9	Junior Consultant (Service Matters)	Minimum 10 years Experience in Government Sector-Service Matters	01
10	First Division Assistants-I	Any Degree from recognized University	06
11	First Division Assistants-II	Any Degree from recognized University	03
12	Marketing Assistant	MBA Degree from recognized University	02
13	Security Supervisors, Security Guard and Security Squad Drivers	Security person should be registered in Police department under PSAR Act Security persons should have basic training in security and should have knowledge of Kannada Security guards shall be physically fit and shall be aged above 21 below 60	9+219+7= 235
14	Group D	7th Or SSLC	56
15	Any other Human Resources required from time to time by the Authority	-	-
Total			**345**

4. The personnel shall perform the duty assigned to them from time to time.
5. If women guards are employed (before sunrise after sunset), necessary permission from the labor commissioner should be submitted to DC (in the format R)
6. The personnel shall take utmost care in the use and handling of equipment that they are required to use in the discharge of their duties and responsibilities.
7. The personnel shall not indulge in any corrupt practices in discharge of their duties and responsibilities.
8. They shall attend the trainings as deputed by the department. In case of outstation training the personnel will not be provided TA and DA.

9. The personnel deployed by the service provider should be given one day weekly off by making alternative arrangement.
10. The personnel deployed by the Service provider shall conduct themselves with dignity and maintain the decorum of the institutions where they are posted. They must discharge their duties in a professional manner.
11. Guards shall work in three shifts round the clock on all days of the contract period.
12. The Security Agency shall be the solely responsible for the safety all electrical materials, equipment's and in case of is any theft / damages to the electrical material / equipment the same shall be made good immediately through class-1 Electrical contractors / transformer repairers and restore the power supply. If the loss is not made good immediately, the restoration work will be taken up by the BDA through some other agency at the risk & cost of the security Agency and the cost will be deducted out of the immediate subsequent monthly bill of the Security Agency. Further it is responsibility of the agency to lodge necessary complaints with the local police whenever there is theft attempt to theft / damage to the electrical distribution system.
13. The Security personnel shall have required uniform and identity cards as per contract labor act 1970 should be provided by the Agency and shall have prior training in the watch & ward.
14. The bills of every month should be submitted along with the amount paid through RTGS to Human resources with the copy of RTGS, ECR challans of ESI/PF paid for the month(should submit Pehchan card of ESIC along with ECR challan for the first bill), Form Q along with the first bill, Form T along with every bill, wage slip to the employee as per minimum wages act section 18(3), to the respective department.
15. TRN and CRN of PF should submit along with the monthly bill (TRN and CRN should match).
16. Bills should be raised as per Labour act (National and festival holidays, leaves, reliever).
17. The Service Provider shall employ and provide the services of the required staff to BDAand take day to day instructions from the head of the department or his/her representative, while the personnel will be deployed for the work.
18. The Service Provider shall ensure that the personnel deployed should meet the prescribed qualification and experience and also get the credentials (character and antecedents) of the personnel verified by the police and obtain reports thereof.
19. The Service Provider shall submit to the Employer the list of personnel deployed by him along with proof of meeting prescribed qualification and experience, medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), telephone number if available for record by the Employer, Aadhaar card, Bank Account details with the first bill.
20. The persons so deployed shall be above 21 years. They will perform their duties to the satisfaction of the Employer. The Service Provider or his

representative will report at least once in a week to the Employer for co-ordination.

21. In case of long (more than 10 days) and unauthorized absence of any of the personnel, the Service Provider shall take immediate steps for replacement to ensure that the work of the BDA will not suffer.
22. In case Human resources avails EL, should submit the leave application before 15 days to the concerned and the service provider. (Form H)
23. The Service Provider will be responsible to ensure maintenance of Office decorum and discipline by the personnel provided by him. In case of persistent misbehavior of any of the personnel, the Service Provider shall provide a replacement on receipt of complaint by the Employer.
24. Senior Officer of the Service Provider should visit the Office of the Employer at least once in a month and check the working of their personnel.
25. The personnel employed by the Service Provider will be in the employment of the Service Provider only. They will not have any claim what so ever in case of filling of regular posts, if any, by the Project.
26. If personnel provided by the Service Provider to theBDA are found to be indulging in any undesirable or unfair activities in the Office premises, the Service Provider will solely be responsible for all the consequences, apart from, liberty of the employer to lodge a complaint before appropriate authorities.
27. The personnel deployed by the Service Provider shall be covered as per applicable Act and Rules under the ESI, PF, Gratuity and Bonus.
28. The Service Provider shall extend all benefits including leave accruing to them under the various applicable Labour Laws.
29. Duty roster for each month including the holiday as per format p, shall be provided to concerned head of the department in advance.
30. The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.
31. The service provider shall provideuniforms to the personnel deployed.
32. The Service Provider shall pay the personnel at the rates as may be notified by the Employer from time to time. This amount would be paid to the personnel by RTGS only after deducting the employee's contribution of PF, ESI as prescribed by the Government from time to time. The payment to the personnel should be made within 5th day of the next month for which the payment is due without waiting for the payment of his invoice to the Employer.
33. The Service Provider shall deposit the Employer's contribution of PF and ESI as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks to the appropriate authorities within

statutorily prescribed period without waiting for the payment of his invoice to the Employer.

34. Every effort would be made to ensure that the payment to the Service Provider is made in all respects and supported by the documents as detailed above. Incomplete invoices and those not supported by stipulated documents will be returned for compliance before payment. The Service Provider shall be solely responsible for the delay. Any delay in payment of the invoice provided by the Service Provider shall not be an excuse for making delayed payment to the staff regularly by the stipulated dates. The Service Provider should have ample financial resources to meet such exigency for a period of at least three months.
35. Non-disbursement of salary to the staff before 5th of the month due; will attract a penalty of 2% of the total bill amount submitted for payment.
36. The Annual Statement of Accounts in respect of ESI & PF issued by the concerned Head of the organization shall be furnished to each of the personnel with copy to the Employer.
37. The Service Provider who is entrusted with the task of providing personnel to BDA will be solely responsible for performance of the duty entrusted to the personnel. If the services rendered are found to be unsatisfactory, even after issue of notices/warnings to that effect, or if the Service Provider does not follow the Terms and Conditions of this Contract, this Contract will be terminated by issue of two months' notice. No claim what so ever would be entertained. The decision of the Employer would be final and binding.
38. Violation of any of the above terms and conditions by the service provider results in termination of contract or forfeiture of performance security or both.

4. Schedule for Completion of Tasks

The Service Provider shall start the services within 15 days from the date of work order.

5. Data, Services and Facilities to Be Provided bythe Client

[None]

6. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Service Provider

[None]

7. Composition of Review Committee to Monitor Manpower Service Providers Work

The services provided by the Service Provider will be reviewed and monitored by the team deputed by The Commissioner, BDA.

8. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports

Inspection by the team deputed by The Commissioner, BDA.

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …... day of the month of ……, 2024, **BETWEEN**on the one hand, …… (hereinafter called the "Client") **AND**on the other hand, …… (hereinafter called the "Service Provider ".

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the RFP document, GCC (General Conditions of Contract), SCC attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) RFP document
   d) Notification of award.
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall collect the payments from the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BDA

FOR AND BEHALF OF

[Name of Service provider]

2. General Conditions of Contract

2.1. General Provisions

2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

   c) “Effective Date” means the date on which this Contract comes into force.

   d) “Contract Price” means the price to be paid for the performance of the Services;

   e) "GCC" means these General Conditions of Contract;

   f) "Government" means the Government of Karnataka;

   g) "Local currency" means Indian National Rupee;

   h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

   i) "Personnel" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.

   j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in

person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail specified in this RFP.

2.1.5. Location

The Services shall be performed at such locations as are specified in the RFP.

2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the RFP.

2.1.7. Taxes and Duties

The Service Provider and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within 7 days after the date the Contract becomes effective.

2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 12 months, which may be extended by another 12 months based on the performance.

2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

2.2.5. Force Majeure

1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4) Payments

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.2.7. Termination

1) By the Client

a) The Client may terminate this Contract, by not less than sixty (60) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and sixty (60) days in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider (or any of their members) become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

2) By the Service Provider

a) The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider' notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3) Cessation of Rights and Obligations

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause

GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

4) Cessation of Services

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5) Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) Except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.3. Obligations of the Service Provider

2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Provider or third parties.

2.3.2. Conflict of Interest

1) Service Provider Not to Benefit from commissions, Discounts, etc.

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade

commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Security guards, any Sub-Service Provider, and agents of either of them, similarly shall not receive any such additional remuneration.

2) Procurement Rules of Funding Agencies

a) Deleted.

3) Service Provider and Affiliates Not to engage in certain Activities

a) The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, be disqualified from providing servicesfor any project resulting from or closely related to the Services.

4) Prohibition of Conflicting Activities

a) Neither the Service Providernor the Human Resources shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) after the termination of this Contract, such other activities as may be specified in this RFP.

2.3.3. Confidentiality

The Service Provider, and the Human Resourcesof either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4. Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations.

2.3.5. Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its staff pursuant to this Contract;

2.3.6. Reporting Obligations

The Service Provider shall submit to the Client the reports and documents specified in Terms of the reference.

2.3.7. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

2.4. Service Provider' Personnel

2.4.1. Description of personnel

As defined at 3.3.2, 3.3.3

2.4.2. Removal and/or Replacement of personnel

1) Except as the Client may otherwise agree, no changes shall be made in the security guards. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key security guards, the Service Provider shall forthwith provide as a replacement a person of equivalent or better.
2) If the Client finds that any of the security guards have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Human Resources, then the Service Provider shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
3) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of security guards.
4) In case the staffs of service provider want to resign during the contract period, the staff shall provide a notice period of 90 days to the Client or the notice period approved by client on a case-to-case basis.

5) In case the Client wants to replace any staff, the Service Provider shall replace the staff within 30 days or as per the time period specified by the Client on a case-to-case basis.

2.5. Obligations of the Client

2.5.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

2.5.2. Services and Facilities

Services as per TOR.

2.6. Payments to the Service Provider

2.6.1. Lump Sum Remuneration

The Salary to the staff should be paid as per the Labour department government of Karnataka.

2.6.2. Contract Price

The Contract price will be salary as per the Labour department government of Karnataka and the service charges quoted by the successful bidder.

2.6.3. Payment for Additional Services

Nil.

2.6.4. Terms and Conditions of Payment

a. Receipt of payment of P.F, ESI as applicable.

b. Attendance extract.

c. Payment receipt details transferred through NEFT/RTGS to the account of concerned Security guards.

d. The bills of every month should be submitted along with the amount paid through RTGS to staff with the copy of RTGS, ECR challans of ESI/PF paid for the month(should submit Pehchan card of ESIC along with ECR challan for the first bill), Form Q along with the first bill, Form T along with every bill.

e. The Service Provider shall pay the personnel at the rates as may be notified by the Employer from time to time. This amount would be paid to the personnel by RTGS only after deducting the employee's contribution of PF, ESI as prescribed by the Government from time to time. The payment to the personnel should be made within 5th day of the next month for which the payment is due without waiting for the payment of his invoice to the Employer.

f. The Service Provider shall comply with all the requirements of the various applicable laws, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely

responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.

g. The Service Provider shall deposit the Employer's contribution of PF and ESI as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks to the appropriate authorities within statutorily prescribed period without waiting for the payment of his invoice to the Employer.

h. Bills should be submitted by 5th of every month through concerned officer.

i. The authorized officer will forward the bill to the Finance Member.

j. Payment will be made to the bidder after deducting taxes as payable under Applicable law and after taking into account any deduction/ fine / penalties imposed by Bangalore Development Authority.

k. In case of dispute, the undisputed amount will be paid and the disputed amount will be verified and if found in order shall be paid along with the bills for the following month if not, the same be disallowed.

l. Penalties:

Sl. No.	Item	Penalty
1	Not Deputing Human Resourcesin time.	0.5 % of monthly fee payable
2	Non-disbursement of salary to the staff before 5th of the month due;	Penalty of 2% of the particular bill amount submitted for payment.
3	starting the services	5% per day to a maximum of 10% of contract value including tax if the service provider not starting the services within 15 days from the date of work order.

m. In case if there is any dispute regarding the payment for any month the decision of TheCommissioner, BDA will be final.

2.6.5. Interest on Delayed Payments

Nil.

2.7. Settlement of Disputes

2.7.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

2.7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement and final

authority to take the final decision for all the disputes will be Hon'ble Commissioner, BDA, Bangalore.

2.7.3. Place of Jurisdiction

All the matter pertaining to court will be at Civil court Bangalore Jurisdiction only.

2.8. Performance Security

a) Within 15 days of Notification of Award, the successful bidder shall furnish Performance Security to the Purchaser shall be for the 5% of the total estimated amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be in the form of Bank Guarantee drawn in favour of the Client.

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the Service Provider's performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

2.9. Risk Clause

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BDA reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by BDA from the Contractor Security Deposit or by raising a separate claim.

a) All necessary reports and other information will be handed over to BDA on a mutually agreed basis and regular meetings will be held with the BDA.

b) Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BDA and shall not knowingly lend to any person or company any of the effects or assets of the BDA under its control.

c) In the event of loss/damage of equipment etc. at the premises of the BDA due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d) The service provider or its representative/s shall meet BDA representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e) The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BDA for any loss or damage caused by any act of the service provider or its employees or staff etc.

f) The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BDA

g) Training on behavior aspects and ethics must be done regularly. BDA ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

h) Licenses if any required for services at the site will be procured by the service provider.

i) Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider up to the entire satisfaction of the concerned office.

j) The service provider should have insurance facility of the 110% of contract value including tax.

Checklist for Documents to be submitted

[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the RFP document and in clear & readable format, before the RFP due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the RFP due date and time. Therefore, the bidders are requested to read the RFP document carefully and submit/upload the complete list of documents as required in the RFP document.]

1.	Name and postal Address of the Bidder along with Contact Details.
2.	EMD 15,00,000/-
3.	The bidder should submit the certificate of business in any city of India.
4.	Details of the Service Provider.
5.	The current registrations in the Labor PF. ES, Service Tax organization professional Tax & with any other authority as required under existing laws.
6.	As per Government notification number No. HD 170 SST (p) Bangalore dated 23rdJuly 2009 and Karnataka private security Agencies (Regulations) Rules 20008 the security Agency should Division) Bangalore (authority license certificate to be uploaded.
7.	Pan Card Copy.
8.	The Agency should have valued ISO Certification. (Enclose the certificate)
9.	Income Tax return filed by the Service Provider for the last three financial years in the Income Tax Department and the clearances received if any.
10.	Registration Certificate of Establishment (From VI) issued from Labor Department for having more than 150 workers to be uploaded.
11.	All the Security Guards should have training in Fire Fighting.
12.	ESI, EPF, Service Tax & Professional Tax Paid Contribution Returns for the months of June-2024, July-2024 and August-2024.
13.	Self-declared certification regarding not having been blacklisted.
14.	Should have satisfactorily completed at least 345 or more outsourced staffs deployed in any one year of last 3 financial years. i.e. 2021-22, 2022-23, 2023-24
15.	Should have operated current account for last 3 years with or without OD
16.	The contractors during the last three years (Any one of the last 3 years) should have conducted financial activity for an minimum amount of Rs. 10.00 Crore.
17.	Organization should have registered in Labor Department for at least 345 or more employees.
18.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE
19.	Original/notarized documents to be submitted for verification, verification date will be intimated.